

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

In re RODOLFO M MASANGKAY and
ASIATICA E MASANGKAY,

Case No. 09-13671

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LVNV Funding LLC
Name of Transferee

Name and Address where notices to transferee should be sent:
LVNV Funding LLC
c/o Resurgent Capital Services
P.O. Box 10587
Greenville, SC 29603-0587

Phone: 877-264-5884
Last Four Digits of Acct #: 6477

KEYBANK
Name of Transferor

Court Claim # (if known): 8
Amount of Claim: 86,472.93
Date Claim Filed: 05/22/2009

Phone: 216-813-3871
Last Four Digits of Acct. #: 8563

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Joyce Montjoy
Transferee/Transferee's Agent

Date: 3/8/2010

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

Key Bank, National Association, a national bank ("Seller" or "Assignor"), hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Sherman Originator III, LLC, a corporation organized under the laws of the state of Delaware ("Assignee"), without recourse and without representations or warranties, express or implied, of any type, kind or nature:

- (a) All of Assignor's right, title and interest in and to each of the Accounts identified in the Account Schedule attached hereto as **Exhibit "A"** (the "Accounts"), together with other evidence of indebtedness, if any; and
- (b) All principal, interest or other proceeds of any kind with respect to the Accounts, but excluding any payments or other consideration received by or on behalf of Assignor prior to the Cutoff Date with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement made and entered into by and between Seller and Buyer dated December 17, 2009 (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement.

This Bill of Sale shall be governed by the laws of the State of Ohio without regard to the conflicts-of-laws rules thereof.

DATED: December 17, 2009

SELLER: Key Bank National Association

By: _____

Name: _____

Title: _____

STATE OF)

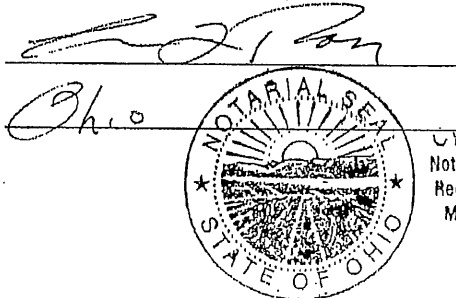
) ss.

COUNTY OF)

This Bill of Sale was acknowledged before me on the 17th day of December, 2009, by John B. Jensen as Attorney-in-Fact on behalf of Seller, a national bank.

My Commission Expires: _____

Notary Public in and for the State of _____



{00249871 v1 INTERNAL }

SALE AND ASSIGNMENT

Sherman Originator III LLC ("Sherman III"), without recourse, to the extent permitted by applicable law, hereby transfer, sells, assigns, conveys, grants and delivers to Sherman Originator LLC ("Originator") all of its right, title and interest in and to the Receivables and other assets purchased by Sherman III on **December 31, 2009**, identified on the Receivable File dated **12/31/09** that is hereby delivered to Originator and accompanies this Sale and Assignment.

Sherman Originator LLC ("Originator"), therefore, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("Company"), in accordance with the provisions of the Sale Agreement dated as of April 29, 2005, between Originator and Company (the "Agreement"), the Receivable Assets (as defined in the Agreement") identified on the Receivable File dated **12/31/09** that is hereby delivered to Company and accompanies this Sale and Assignment.

Dated: **December 31, 2009**

SHERMAN ORIGINATOR III LLC
a Delaware limited Liability company

By: 

Name: Jon Mazzoli
Title: Director

Dated: **December 31, 2009**

SHERMAN ORIGINATOR LLC
a Delaware limited Liability company

By: 

Name: Les Gutierrez
Title: Authorized Representative

Dated: **November 30, 2009**

LVNV Funding LLC
a Delaware limited liability company

By: 

Name: Les Gutierrez
Title: Authorized Representative

EXHIBIT F
WAIVER OF NOTICE OF TRANSFER OF CLAIM

Key Bank, National Association ("Transferor"), has sold and assigned certain claims to Sherman Originator III, LLC ("Transferee"). Transferee is a limited liability company organized under the laws of Delaware maintaining a place of business at 200 Meeting Street, Suite 206, Charleston, SC 29492. Said claims arise from consumer credit accounts (the "Accounts") issued to individuals who have filed petitions commencing cases under the U.S. Bankruptcy Code. Proofs of claim with respect to the Accounts may have been filed under the following name:

KeyBank National Association

Transferor consents to the attachment of a copy of this Waiver of Notice of Transfer of Claim to a Notice of Transfer of Claim filed by Transferee pursuant to Federal Rule of Bankruptcy Procedure 3001(e)(2). Transferor specifically waives the right to receive notice of and object to the filing of the Notice of Transfer of Claim. Transferor requests that Transferee be substituted for Transferor immediately upon the filing of the Notice of Transfer of Claim. A copy of this Waiver shall have the same force and effect as the original.


IN WITNESS WHEREOF, Transferor has executed this Waiver under its corporate seal by and through its duly authorized officer this 17th day of December, 2009.

Key Bank, National Association,
Transferor

By: _____

[Name]

[Title]


John B. Jackson
SVP Analytics & Reports

{00249871 v1 INTERNAL }